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UTILITY PATENT

IN THE UNITED STATES PATENT AND
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CERTIFICATE UNDER 37 CFR 3.73(b)

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Assistant commissioner for Patents
Washington, D.C. 20231

Sir:

The undersigned is a representative authorized and empowered to sign on behalf of the Assignee Three-Five Systems (hereinafter "Assignee"), and certifies that to the best of Assignee's knowledge and belief, it is the assignee of the entire right, title and interest in and to the following listed patent applications:

<u>Application Serial No.</u>	<u>U.S. Filing Date</u>	<u>Attorney Docket Number</u>
1. 08/770,233	12/19/96	CMD-0001
2. 08/801,994	02/18/97	02879.P002X
3. 09/576,759	05/23/00	02879.P002XC
4. 08/920,602	08/27/97	02879.P002X2
5. 08/920,603	08/27/97	02879.P002X3
6. 08/994,033	12/18/97	02879.P002X4
7. 09/542,432	04/04/00	02879.P002X4C
8. 10/001,881	11/16/01	02879.P2X4C2
9. 08/904,515	08/01/97	002879.P003
10. 09/393,252	09/10/99	002879.P003C
11. 29/075,082	08/01/97	002879.P004
12. 09/312,946	05/17/99	002879.P014
13. 09/872,933	05/31/01	02879.P014D
14. 09/347,440	07/02/99	002879.P015
15. 09/912,156	07/23/01	002879.P015C
16. 09/311,891	05/14/99	002879.P024
17. 29/102,147	03/17/99	002879.P026
18. 09/222,230	12/29/98	02879.P007X
19. 09/520,682	03/07/00	02879.P012
20. 09/258,512	02/26/99	002879.P013
21. 09/525,990	03/15/00	002879.P021
22. 09/312,196	05/14/99	002879.P022
23. 09/311,893	05/14/99	002879.P025
24. 09/526,803	03/16/00	002879.P027

<u>Application Serial No.</u>	<u>U.S. Filing Date</u>	<u>Attorney Docket Number</u>
25. 09/564,473	05/03/00	002879.P028
26. 09/313,222	05/17/99	002879.P029
27. 09/732,054	12/06/00	02879.P030
28. 09/619,969	07/20/00	02879.P041
29. 09/872,073	06/01/01	002879.P043
30. 09/863,212	05/21/01	002879.P045
31. 09/863,211	05/21/01	002879.P046
32. 09/872,111	06/01/01	002879.P047
33. 09/797,540	02/28/01	02879.P048
34. 09/872,145	06/01/01	002879.P049
35. 09/866,038	05/24/01	02879.P050
36. 08/934,172	09/19/97	02879.P008
37. 09/952,980	09/14/01	02879.P044
38. 10/016,295	10/30/01	002879.P051

Ownership of the above-listed patent applications is established by virtue of the following documentary evidence:

1) Application Serial No. 08/770,233, filed December 19, 1996, assignment recorded January 27, 1997 at Reel 8344, Frame 0900; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

2) Application Serial No. 08/801,994, filed on February 18, 1996, assignment recorded June 16, 1997 at Reel 8561, Frame 0812; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

3) Application Serial No. 09/576,759, filed on May 23, 2000, assignment recorded June 16, 1997 at Reel 8561, Frame 0812; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

4) Application Serial No. 08/920,602, filed on August 27, 1997, assignment recorded August 27, 1997 at Reel 8696, Frame 0664; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning

ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

5) Application Serial No. 08/920,603, filed on August 27, 1997, assignment recorded August 27, 1997 at Reel 8696, Frame 0741; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

6) Application Serial No. 08/994,033, filed on December 18, 1997, assignment recorded May 11, 1998 at Reel 009172, Frame 0226; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

7) Application Serial No. 09/542,432, filed on April 4, 2000, assignment recorded May 11, 1998, at Reel 009172, Frame 0226; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

8) Application Serial No. 10/001,881, filed on November 16, 2001, assignment recorded May 11, 1998, at Reel 009172, Frame 0226; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

9) Application Serial No. 08/904,515, filed on August 1, 1997, assignment recorded February 2, 1998 at Reel 8958, Frame 0845; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

10) Application Serial No. 09/393,252, filed on September 10, 1999, assignment recorded February 2, 1998 at Reel 8958, Frame 0845; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

11) Application Serial No. 29/075,082, filed on August 1, 1997, assignment recorded January 27, 1998 at Reel 9155, Frame 0191; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

12) Application Serial No. 09/312,946, filed on May 17, 1999, assignment recorded March 2, 1999, at Reel 01040, Frame 0355; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

13) Application Serial No. 09/872,933, filed May 31, 2001, assignment recorded March 2, 1999, at Reel 01040, Frame 0355; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

14) Application Serial No. 09/347,440, filed on July 2, 1999, assignment recorded July 2, 1999, at Reel 010090, Frame 0690; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

17) Application Serial No. 29/102,147, filed on March 17, 1999, assignment recorded June 5, 2000, at Reel 010885, Frame 0688; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

18) Application Serial No. 09/222,230, filed on December 29, 1998, assignment recorded December 21, 2000, at Reel 011399, Frame 0742; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

19) Application Serial No. 09/520,682, filed March 7, 2000, assignment recorded June 27, 2000, at Reel 010957, Frame 0858; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

20) Application Serial No. 09/258,512, filed February 26, 1999, assignment recorded February 5, 2001, at Reel 011503, Frame 0251; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

21) Application Serial No. 09/525,990, filed March 15, 2000, assignment recorded July 31, 2000, at Reel 011021, Frame 0072; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

22) Application Serial No. 09/312,196, filed May 14, 1999, assignment recorded July 9, 1999, at Reel 010081, Frame 0279; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

23) Application Serial No. 09/311,893, filed May 14, 1999, assignment recorded December 21, 2000, at Reel 011399, Frame 0782; Copy of Certificate of Incorporation for

"Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

24) Application Serial No. 09/526,803, filed March 16, 2000, assignment recorded October 3, 2000, at Reel 011157, Frame 0946; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

25) Application Serial No. 09/564,473, filed May 3, 2000, assignment recorded October 17, 2000, at Reel 011185, Frame 0177; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

26) Application Serial No. 09/313,222, filed May 17, 1999, assignment recorded July 19, 1999, at Reel 010106, Frame 0516; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

27) Application Serial No. 09/732,054, filed December 6, 2000, assignment recorded July 24, 2001, at Reel 011776, Frame 0731; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

28) Application Serial No. 09/619,969, filed July 20, 2000, assignment recorded January 2, 2001, at Reel 011435, Frame 0556; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

29) Application Serial No. 09/872,073, filed June 1, 2001, assignment recorded June 1, 2001, at Reel 011879, Frame 0984; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of

Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

30) Application Serial No. 09/863, 212, filed May 21, 2001, assignment recorded May 21, 2001, at Reel 011844, Frame 0832; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

31) Application Serial No. 09/863,211, filed May 21, 2001, assignment recorded May 21, 2001, at Reel 011848, Frame 0749; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

32) Application Serial No. 09/872,111, filed June 1, 2001, assignment recorded June 1, 2001, at Reel 01180, Frame 0942; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

33) Application Serial No. 09/797,540, filed February 28, 2001, assignment recorded September 24, 2001, at Reel 012195, Frame 0282; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

34) Application Serial No. 09/872,145, filed June 1, 2001, assignment recorded October 5, 2001, at Reel 012240, Frame 0791; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

35) Application Serial No. 09/866,038, filed May 24, 2001, assignment recorded September 24, 2001, at Reel 012195, Frame 0208; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

An assignment from the inventor(s) of the patent applications identified below is attached hereto as indicated:

1) Application Serial No. 08/934,172, filed September 19, 1997, previously submitted for recordation, a copy of the Assignment is attached hereto as Exhibit A; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

2) Application Serial No. 09/952,980, filed September 14, 2001, previously submitted for recordation, a copy of the Assignment is attached hereto as Exhibit B; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

3) Application Serial No. 10/016,295, filed October 30, 2001, previously submitted for recordation, a copy of the Assignment is attached hereto as Exhibit C; Copy of Certificate of Incorporation for "Colorado Microdisplay, Inc." changing its name to "Zight Corporation" is attached hereto as Exhibit D; Copy of Intellectual Property Assignment Agreement assigning ownership of Intellectual Property Rights from "Zight Corporation" to "Three Five Systems, Inc." is attached hereto as Exhibit E;

Assignee of Interest: Three Five Systems

Dated: 7-13-02

By:  _____

Name: George Pisaruk
Title: Assistant Secretary

EXHIBIT A

Attorney's Docket

No.: 02879,P008

ASSIGNMENT

PATENT

(For Execution Prior To Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, _____

the undersigned, Douglas McKnight

hereby sell, assign, and transfer to Colorado MicroDisplay, Inc.

a corporation of California, having a principal place of business at

3360 Mitchell Lane, Building A, Boulder, CO 80301, ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the application for the United States patent that has been executed by the undersigned prior hereto or concurrently herewith on the dates indicated below and is entitled:

METHOD AND APPARATUS FOR ILLUMINATING A DISPLAY DEVICE

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Each Inventor: Please Sign and Date Below:

Sept 18th, 1997 D McKnight
Date Name: Douglas McKnight

Each Inventor:
Please also list the
date that you signed
the accompanying
**DECLARATION AND
POWER OF
ATTORNEY:**

Sept 18, 1997
Date

State of: _____ }
County of: _____ }

Assignment Document Return Address:
SS. BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
12400 Wilshire Blvd., Seventh Floor
Los Angeles, CA 90025-1026
(408) 720-8598

On this _____ day of _____, 19____, before me, _____,
the undersigned Notary Public, personally appeared _____
[] personally known to me [] proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that
executed it.
WITNESS my hand and official seal.

Notary's Signature

EXHIBIT B

Attorney's Docket

ASSIGNMENT

PATENT

No.: 002879.P044 (For Execution After Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we

the undersigned, Philip L. Gleckman and Miller Schuck

hereby sell, assign, and transfer to Zight Corporation

a corporation of Delaware, having a principal place of business at

1688 Conestoga Street, Boulder, Colorado 80301, ("Assignee"),

and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the application for the United States patent that was filed September 14, 2001 and assigned Application No. 09/952,980 and is entitled

Illumination System for a Micro Display

and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: NOVEMBER 2, 2001 Philip Gleckman
Name: Philip L. Gleckman

Date: _____, 20____
Name: Miller Schuck

Date: _____, 20____
Name: _____

Date: _____, 20____
Name: _____

Date: _____, 20____
Name: _____

Date: _____, 20____
Name: _____

State of: _____ }
County of: _____ } SS. Assignment Document Return Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
12400 Wilshire Blvd., Seventh Floor
Los Angeles, California 90025-1026
(303) 740-1980

On this _____ day of _____, 20____, before me, _____,
the undersigned Notary Public, personally appeared _____

☐ personally known to me ☐ proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that
_____ executed it.
WITNESS my hand and official seal.

Notary's Signature

Date: _____, 20__

Name: Philip L. Gleckman

Date: November 1st, 2001

Miller H. Schuck
Name: Miller Schuck

Date: _____, 20__

Name: _____

Date: _____, 20__

Name: _____

Date: _____, 20__

Name: _____

Date: _____, 20__

Name: _____

State of: _____}

County of: _____}

Assignment Document Return Address:

SS. BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
12400 Wilshire Blvd., Seventh Floor
Los Angeles, California 90025-1026
(303) 740-1980

On this ____ day of _____, 20__, before me, _____,
the undersigned Notary Public, personally appeared _____

☐ personally known to me ☐ proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that
_____ executed it.

WITNESS my hand and official seal.

Notary's Signature

ASSIGNMENT OF PATENT APPLICATION

FOR GOOD AND VALUABLE CONSIDERATION,

We, the undersigned (each) have agreed and hereby agree to assign for good and valuable consideration, receipt of which is hereby expressly acknowledged, and do hereby sell, assign and transfer unto

Zight Corporation

a corporation organized under the laws of the State of Delaware, as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to

Controlling data dependence and cross-talk between display elements

described in an application for Letters Patent of the United States, filed on October 30, 2001, and assigned U.S. Application Serial No. 10/016,295, and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in any country, and any reissues, or reexaminations, or extensions of said Letters Patent. We request that any and all Letters Patent for said inventions be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, we have hereunto signed our names on the day and year set forth below.

D. McKnight
Inventor's Signature

3/1/02
DATE

Douglas J. McKnight
Inventor's Printed Name

STATE OF Arizona)
COUNTY OF Maricopa) SS

On this 1st day of March, 2002, before me personally came the above named Douglas J. McKnight who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.



Jeanne A. Miller
NOTARY PUBLIC

My Commission Expires: June 14, 2005

B A Doyle
Inventor's Signature

4-5-02
DATE

Bruce A. Doyle
Inventor's Printed Name

STATE OF Colorado)
COUNTY OF Boulder) SS

On this 5 day of April, 02, before me personally came the above named Bruce A. Doyle who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

Jamie Wright
NOTARY PUBLIC
My Commission Expires: 12/3/04

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "COLORADO MICRODISPLAY, INC.", CHANGING ITS NAME FROM "COLORADO MICRODISPLAY, INC." TO "ZIGHT CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF MAY, A.D. 2001, AT 4 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2822864 8100

AUTHENTICATION: 1148782

010246069

DATE: 05-23-01

**CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
COLORADO MICRODISPLAY, INC.**

COLORADO MICRODISPLAY, INC., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

FIRST: The name of the corporation is Colorado Microdisplay, Inc.

SECOND: The date on which the original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware is November 19, 1997.

THIRD: The Board of Directors of the corporation, acting in accordance with the provisions of Sections 141(f) and 242 of the General Corporation Law of the State of Delaware, adopted a resolution to amend Article I to read in its entirety as follows:

"I

The name of this corporation is Zight Corporation (the "Corporation" or "Company")."

FOURTH: Thereafter, pursuant to a resolution adopted by the Board of Directors, this Certificate of Amendment was submitted to the stockholders of the corporation for their approval in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware. Accordingly, said proposed amendment has been duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware.

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IN WITNESS WHEREOF, COLORADO MICRODISPLAY, INC. has caused this Certificate of Amendment of the Restated Certificate of Incorporation to be executed by its duly authorized officer as of May 22, 2001.

COLORADO MICRODISPLAY, INC.

By: _____


Kenney Roberts,

President and Chief Executive Officer

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COLO. MICRO DISPLAY

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EXHIBIT E

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), is effective as of January 28, 2001 by and between THREE FIVE SYSTEMS, INC., a Delaware corporation with its principal place of business at 1600 N. Desert Drive, Tempe, AZ 85281-1230 (hereinafter "TFS"), and ZIGHT CORPORATION, having a principal place of business at 1688 Conestoga Street, Boulder Colorado 80301 (hereinafter "ZIGHT").

WITNESSETH:

WHEREAS, ZIGHT has developed certain ZIGHT Technology pertaining to displays, display systems, image generators, and the like, hereinafter defined and owns certain Intellectual Property Rights as hereinafter defined in and to such ZIGHT Technology;

WHEREAS, ZIGHT and TFS have entered into an Asset Purchase Agreement, effective as of January 28, 2001, ("APA"), pursuant to which ZIGHT has sold assets and Technology related to displays, display systems, image generators, and the like to TFS and additionally has agreed to assign all the Intellectual Property Rights in and to such ZIGHT Technology to TFS;

WHEREAS, TFS is interested in acquiring all of ZIGHT's right, title and interest in and to the Intellectual Property Rights; and

WHEREAS, after extensive negotiations, TFS and ZIGHT have determined in good faith a price considered by TFS and ZIGHT equivalent to the fair value of the Intellectual Property Rights;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, TFS and ZIGHT agree as follows:

ARTICLE 1 – Definitions

For the purpose of this Agreement, the following terms shall have the following meanings:

- 1.1 "Intellectual Property Rights" shall mean all Patent Rights, Copyrights, Trademarks, and other intellectual and/or proprietary rights on a worldwide basis now owned or hereafter acquired and listed or described in Exhibit A, B and C
- 1.2 "Patents" shall mean the existing and future patents, design patents, patent applications, utility models, and utility model applications, including both foreign and domestic counterparts thereof.
- 1.3 "Patent Rights" shall mean all United States and foreign Patents, if any, and published or unpublished patent applications including without limitation any and all additions, divisions, continuations, continuations-in-part ("CIPs"), provisionals, Patent Cooperation Treaty (PCT) applications, substitutions, extensions, renewals, utility models and certificates of invention or reissues thereof or therefor.
- 1.4 "ZIGHT Technology" shall mean the ZIGHT Patents, Trademarks, and other intellectual and/or proprietary rights as described in Exhibit A, B, and C.

ARTICLE 2 – Assignment

- 2.1 In exchange for the consideration given by TFS, **ZIGHT** hereby irrevocably assigns, transfers and conveys to TFS, and TFS hereby accepts from **ZIGHT**, all of **ZIGHT**'s rights, title and interest in the Intellectual Property Rights in and to the **ZIGHT** Technology listed in Exhibit A, B and C. **ZIGHT** does not reserve or retain any interest whatsoever in such Intellectual Property Rights.
- 2.2 **ZIGHT** agrees to provide all reasonable assistance and execute any papers reasonably requested by TFS, at TFS' expense, to preserve and acquire TFS' title in and to the Intellectual Property Rights and for the filing and granting of formal applications for attaining available legal protection based on the Intellectual Property Rights.

ARTICLE 3 – ZIGHT's Representations

ZIGHT hereby represents to TFS that the following statements are true and correct:

- 3.1 Corporate Status, Power and Authority
- a) **ZIGHT** has all requisite legal and corporate power to execute and deliver this Agreement and to sell and transfer the Intellectual Property Rights and to carry out and perform its obligations hereunder.
 - b) All corporate action on behalf of **ZIGHT**, its directors and shareholders necessary to authorize **ZIGHT** to enter into and perform this Agreement and perform its obligations hereunder has been taken. The execution and delivery of this Agreement by **ZIGHT** has been duly authorized. This Agreement has been duly executed and delivered by **ZIGHT** and constitutes a valid and legally binding agreement of **ZIGHT** subject to laws of general application relating to bankruptcy, insolvency and relief of debtors.
 - c) Neither the execution, delivery and performance of this Agreement, nor the transfer of Intellectual Property Rights hereunder, will result in or constitute any of the following: 1) a breach of any term or provision of this Agreement; or 2) the violation of any law, judgment, order or decree affecting the business of **ZIGHT**.
 - d) To the knowledge of the management of **ZIGHT**, no authorization, consents or approvals of any federal, state, county or local regulatory body or agency are required to be obtained or given (other than United States export control license or those which are ministerial in nature and which will not delay or invalidate the transactions contemplated herein), and no waiting period is required to expire in order that the transfer of rights contemplated under the terms of this Agreement may be consummated by **ZIGHT**.
 - e)
- 3.2 Existence of Intellectual Property Rights
- a) Except as qualified in the description to Exhibit "C", **ZIGHT** has all the rights, title and interest in the Intellectual Property Rights free and clear of any claim, lien or encumbrance; and **ZIGHT** has not assigned the **ZIGHT** Technology to any other party. Except as otherwise stated in this Section 3.2, the Intellectual Property Rights are transferred "as is, where is and with all faults."

- b) There are no pending or, to the knowledge of ZIGHT's management, threatened lawsuits concerning any aspect of the Intellectual Property Rights transferred hereunder.

ARTICLE 4 – TFS Representations

TFS represents that TFS is a legal entity duly organized, existing, and in good standing under the laws of Delaware. The execution and delivery of this Agreement and the consummation of the transfer of the Intellectual Property Rights by TFS has been duly authorized, and no further corporate authorization is necessary on the part of TFS.

ARTICLE 5 – Consideration

Except as otherwise agreed in writing by the parties, the consideration given pursuant to the APA shall be the sole and exclusive consideration to be given by TFS and ZIGHT for the transfers contemplated by this Agreement. In no event shall ZIGHT'S aggregate liability to TFS for any and all causes of action arising from this Agreement, including any under any action for breach of any representation or failure to perform any covenant hereunder, exceed the consideration given pursuant to the APA. Neither TFS nor ZIGHT shall have any right whatsoever to any additional consideration, license fee, or royalty of any kind.

ARTICLE 6 – ZIGHT's Obligations

At the times specified in the APA, ZIGHT shall, unless waived by TFS, have delivered or have caused to be delivered to TFS those documents and releases described in Sections 5(a) and 8 of the APA :

ARTICLE 7 – General

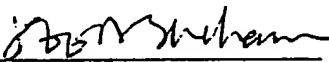
- 7.1 Notices. Any notice, request or demand required or permitted under this agreement shall be in writing and may be delivered by hand or by depositing the same either a) with the United States Postal Service, first class mail, postage prepaid, registered or certified, return receipt requested; or b) with one of the generally accepted commercial overnight courier services, charges prepaid; in either event addressed to the addressee at its principal office, the address of which is set forth on the execution page hereof. A party may change its address for the purposes of this Agreement by written notice given in accordance herewith. Other business communications between the parties may be made by facsimile transmission or by use of any commonly accepted electronic mail service to such address or addresses as either party may designate.
- 7.2 Parties in Interest. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto.
- 7.3 Entire Agreement. This Agreement, all of its Exhibits, and the APA constitute the entire agreement between ZIGHT and TFS with respect to the subject matter hereof, supersede all prior agreements and understandings, whether written or oral, and may be modified only by an agreement in writing executed by the party to be charged. The section headings contained herein are for convenience of reference only and shall not be used to construe this Agreement. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but such counterparts together shall constitute one and the same instrument.

- 7.4 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had been contained herein.
- 7.5 Governing Law. This Agreement shall be governed by the laws of the State of Delaware and of the United States, without giving effect to any of the conflict of laws provisions thereof. In the event of any dispute relating to or concerning this Agreement, the parties will submit exclusively to the jurisdiction of any court of competent jurisdiction sitting in the State of Delaware, and will comply with all requirements necessary to give such court exclusive jurisdiction.
- 7.6 Independence. Each of the parties is an independent contractor. Neither party has the authority to bind the other in any respect. Neither party shall claim any right, power or authority to obligate the other in any manner.
- 7.7 Force Majeure. The performance of either party, required by this Agreement, shall be extended by a reasonable period of time if such performance of the respective party is impeded by an unforeseeable event beyond such party's control, which shall include but not be limited to acts of God, industrial actions, riots, wars, accidents, embargo or requisition (acts of government), so long as the effected party shall promptly notify and furnish the other party in writing with all relevant information regarding such an event. Should any such event continue for more than three (3) months, either party shall have the right to terminate this Agreement upon written notice to that effect to the other party.
- 7.8 Controlling Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement supplied by one party to the other for use in connection with the performance for this Agreement, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first set forth above.

TFS

ZIGHT

By: 
Its CFO
Address: 1600 N. Desert Drive
Tempe, AZ 85281-1230

By: _____
Its _____
Address: _____

- 7.4 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had been contained herein.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first set forth above.

TFS

By: _____
Its _____
Address: 1600 N. Desert Drive
Tempe, AZ 85281-1230

ZIGHT

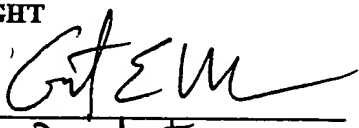
By: 
Its President
Address: 1688 Conestoga St.
Boulder, CO 80301

EXHIBIT A

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DISPLAY SYSTEM HAVING COMMON ELECTRODE MODULATION	08/770,233 5,920,298	12/19/96
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	08/801,994 6,078,303	02/18/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	08/920,602 6,104,367	08/27/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	08/920,603 6,144,353	08/27/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	08/994,033 6,046,716	12/18/97
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	09/542,432	04/04/00
DISPLAY SYSTEM HAVING ELECTRODE MODULATION TO ALTER A STATE OF AN ELECTRO-OPTIC LAYER	09/576,759 6,304,239	5/23/00
DISPLAY HEADSET	08/904,515 6,034,653	08/01/97
HEAD-SET DISPLAY DEVICE	09/393,252	09/10/99
DISPLAY HEADSET	09/075,082 D402,651	08/01/97
AN IMAGE GENERATOR HAVING A MINIATURE DISPLAY DEVICE	09/222,230	12/29/98
AN IMAGE GENERATOR HAVING A MINIATURE DISPLAY DEVICE	60/070,216	12/31/97
AN ELECTRODE BORDER FOR SPATIAL LIGHT MODULATING DISPLAYS	09/520,682	03/07/00
METHOD AND APPARATUS FOR INDEPENDENT CONTROL OF BRIGHTNESS AND COLOR BALANCE IN DISPLAY AND ILLUMINATION SYSTEMS	09/258,512	02/26/99

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MICRO LIQUID CRYSTAL DISPLAYS	09/312,946 6,275,277	05/17/99
MICRO LIQUID CRYSTAL DISPLAYS	09/872,933	05/31/01
AN IMAGE GENERATOR HAVING AN IMPROVED ILLUMINATION SYSTEM	09/347,440 6,280,054	07/02/99
AN IMAGE GENERATOR HAVING AN IMPROVED ILLUMINATION SYSTEM	09/912,156	07/23/01
HEADSET FOR HEADMOUNTED DISPLAY	09/525,990	03/15/00
HEADSET FOR HEADMOUNTED DISPLAY	60/124,793	03/17/99
A TIME SEQUENTIAL LOOKUP TABLE ARRANGEMENT FOR A DISPLAY	09/312,196	05/14/99
A POWER PARTITIONED MINIATURE DISPLAY SYSTEM	09/311,891 6,326,958	05/14/99
A SAFETY TIMER TO PROTECT A DISPLAY FROM FAULT CONDITIONS	09/311,893	05/14/99
HEADSET FOR HEADMOUNTED DISPLAY	29/102,147 D429,253	03/17/99
HEADSET FOR HEADMOUNTED DISPLAY	09/526,803	03/16/00
HEADSET FOR HEADMOUNTED DISPLAY	60/124,786	03/17/99
CONTROLLED ANGLE RETARDER	09/564,473	05/03/00
BALL GRID ARRAY MOUNTED LIQUID CRYSTAL DISPLAY PANELS	09/313,222	05/17/99
USE OF ONE AND ONE-THIRD MEMORY SIZE TO PERFORM DOUBLE BUFFERING	09/732,054	12/06/00
WAFER SCALE PROCESSING	09/619,969	07/20/00
COMPACT NEAR-EYE ILLUMINATION SYSTEM	09/872,073	06/01/01
ILLUMINATION SYSTEM FOR A MICRODISPLAY	09/952,980	09/14/01
LIGHT CURTAIN ILLUMINATION SYSTEM FOR MICRODISPLAYS	60/233,298	09/15/01
METHOD AND APPARATUS FOR ADJUSTED DC OFFSET POTENTIAL IN A LIQUID CRYSTAL DISPLAY (LCD) DEVICE	09/863,212	05/21/01
METHOD AND APPARATUS FOR ADJUSTED DC	09/863,211	05/21/01

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OFFSET POTENTIAL IN A LIQUID CRYSTAL DISPLAY (LCD) DEVICE		
COMPACT WIDE FIELD OF VIEW IMAGING SYSTEM	09/872,111	06/01/01
WIDE FIELD OF VIEW EYEPIECE	60/242,189	10/20/00
DISPLAY SYSTEMS WITH PIXEL ELECTRODES	09/797,540	02/28/01
CHANNEL TO CONTROL SEAL WIDTH AND OPTICAL DEVICES	09/872,145	06/01/01
LIQUID CRYSTAL DISPLAY DEVICE	09/866,038	05/24/01
RELAY OPTICAL SYSTEM FOR HEAD MOUNTED DISPLAY	60/327,641	10/05/01

Exhibit B

TRADEMARKS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
We Share Your Vision	75/651,696 2,399,250	3/22/99
Zight	76/247068	4/26/01
Eyzon	76/179,458	12/12/00
See Beyond	76/323560	10/10/01

EXHIBIT C

OTHER INTELLECTUAL PROPERTY

Description
All of the following tangible and intangible property rights to the extent owned and in the possession or control of Seller and to the extent such rights can be legally transferred to Buyer by Seller.
1. All mask sets at UMC for SVGA, QVGA, and XLB (otherwise known as "Winky") products
2. All Fujitsu mask sets for SVGA, and SVGA-Analog products
3. All Karsem test vectors and packaging information for Winky
4. All design and manufacturing rights related to Hitachi and the procurement of DDI products
5. All rights to Seller's website and website center; including the following URLs: www.zight.com ; www.zight-oem.com ; www.comicro.com ; www.comicro-oem.com (with Seller retaining access to such URLs as necessary and appropriate to complete its liquidation of its remaining assets).
6. All rights (including copyright, trade name and trade dress) to Seller's documentation and graphic images
7. All rights (including copyright) to Seller's data and lab/engineering notebooks and notes
8. All rights to the data contained in Seller's computers and servers
9. All rights to all invention or patent disclosures not yet filed, including the Blakely and Sokoloff work
10. All design and manufacturing rights related to Radchip and the design of Winky and backplane architecture
11. All rights to design and development of SVGA BGA Substrate at ASE.
12. Six SVGA Revision E-4 UMC wafers at Seller.